

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

NATIONAL INDOOR FOOTBALL LEAGUE L.L.C.,	:	CIVIL DIVISION
Plaintiff	:	NO. CA 2 - 548
v.	:	TYPE OF PLEADING:
	:	Motion for Supplemental Jury Instruction
R.P.C. EMPLOYER SERVICES, INC., and DAN J. D'ALIO,	:	
Defendants.	:	

ORDER

AND NOW, this _____ day of _____, 2006, upon consideration of Plaintiff National Indoor Football League, LLC's Motion for Supplemental Jury Instruction it is hereby ORDERED:

The Motion is GRANTED. The jury shall be instructed: "If you find that the Service Agreement required RPC Employer Services, Inc. to provide workers' compensation to the NIFL's teams players, coaches and staff situated throughout the United States, and if you further find RPC Employer Services, Inc. and Daniel D'Alio could not provide the workers' compensation coverage as promised, RPC does not have the right to recover damages against the NIFL even if you find the NIFL breached the Service Agreement and did not comply with its terms."

Honorable Terrence F. McVerry,
United States District Court Judge

